



NBCM-BF-6600-001

NBC Policy on Reimbursable Agreements Document Management

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1. BACKGROUND

As a provider of administrative and financial services to a wide range of internal Department of the Interior (DOI) and other Federal agency customers, the National Business Center (NBC) requires a business-like approach for developing, monitoring, and overseeing those documents which secure financial arrangements and agreements with customers. This is critical to assuring a sound financial management program to facilitate cost accounting of services, as well as ensure compliance with federally accepted accounting principles and standards for federal reimbursable agreements.

2. PURPOSE

The purpose of this policy is to describe the expectations for creation and management of those documents which comprise a reimbursable agreement (RA) with customers. Also included are the following contractual and performance-related documents which comprise NBC's RA package:

- Interagency Agreement (IAA)
- Service Level Agreement (SLA)
- Security Services Agreement (SSA)
- Interconnect Security Agreement (ISA)
- Memorandums of Agreement/Memorandum of Understanding (MOA/MOU)

3. SCOPE

This policy applies to all NBC Directorates and employees that engage in the acquisition of new customers and cross-selling of NBC products and services to existing customers. Each time a customer requests a product or service from the NBC, one or more of the above described RA documents shall be required.

The NBC has developed an automated system, called the Customer Agreements System (CAS), which NBC Directorates will use specifically for the development of the IAA and for the tracking of all of the RA-related documents as described above for each customer.

This policy does **not** cover expectations with regard to the timely billing and collection of funds which result from the IAA. Those requirements are handled in a separate policy document.

4. DEFINITIONS

4.1. Customer Agreements System (CAS)

This is a web-based system used to create and route IAAs for financial accounting purposes. CAS interfaces to the financial accounting system to create the reimbursable documents and tables needed for recording costs on agreements and issuing periodic billings. CAS also tracks and monitors the status of approval of SLAs, SSAs, and ISAs, as required for each customer. For reporting purposes, CAS is the official repository and system of record for these documents.

4.2. Interagency Agreement (IAA)

The Interagency Agreement (IAA) is the official contractual vehicle between the NBC and its customers for products and services to be delivered by the NBC. It is the federally recognized RA documentation that binds the NBC to perform services for the customer and requires the customer to pay for those services. The NBC is required to timely prepare this document and obtain customer approval so that the NBC may bill the customer as the NBC expends resources to perform agreed upon services.

4.3. Interconnect Security Agreement (ISA)

The Interconnect Security Agreement (ISA) is established between the NBC Information Technology Directorate and each non-DOI customer organization having a computer system or network interconnected with the NBC. The ISA is an agreement that identifies the basic components of the interconnection. It identifies methods and levels of interconnectivity and discusses potential security risks associated with interconnections.

NIST SP 800-47 "Security Guide for Interconnecting Information Technology Systems" requires this documentation as does the NBC in order to comply with Certification and Accreditation risk requirements.

4.4. Internal Agreements

These are agreements prepared in CAS to document services performed by one NBC Directorate for another NBC Directorate. These agreements consist of Tier 1, Tier 3a, and Tier 3b costs

4.4.1. Tier 1: Tier 1 represents NBC Infrastructure Costs which includes the executive leadership and administrative costs required to manage the NBC. Each Directorate indirectly benefits from the

activities performed by NBC's executive leadership. Therefore, each Directorate should share the cost. The two organizations that fall under the Tier 1 category are the Office of the Director and the Budget Office.

4.4.2. Tier 3: Tier 3 represents the "captive costs" or the cost of services provided to an NBC Directorate/LoB by another internal NBC Directorate/LoB that is eventually included in the final cost of services charged to a non-NBC customer. Tier 3 is broken up into two types, direct captive costs (3a) and indirect captive costs (3b).

4.4.2.1. Tier 3a, direct captive costs, are direct costs associated with services that one Directorate received from another Directorate. Essentially, the activities are considered outsourced services.

An example of a direct captive cost is the IT Directorate hosting service charge for hosting the Federal Financial System (FFS) for the Budget and Finance Directorate. FFS is a service that the Budget and Finance Directorate provides to its customers. The IT hosting service directly supports this service. Therefore, the Budget and Finance Directorate will receive a Tier 3a charge amount for hosting services rendered from the IT Directorate.

4.4.2.2. Tier 3b, indirect captive costs, are indirect costs associated with services received from another Directorate. Indirect captive costs are services provided internally that indirectly support the recipient Directorate. These are organization sustaining costs and do not directly support a specific service. All customers are charged the same price, regardless if they are internal or external.

An example of an indirect captive cost is the amount that the Payroll Directorate will charge the IT Directorate for providing payroll services. Thus, the IT Directorate will receive a Tier 3b charge amount for payroll services.

4.5. Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU)

Memorandums of Agreement (MOA) define general areas of conditional agreement between two or more parties – what one party does depends on what the other party does. For example, one party agrees to provide support if the other party provides the materials. The term, MOA, has no reference to any designated statutory authority or financial arrangement.

Memorandums of Understanding (MOU) define general areas of understanding between two or more parties – explains what each party plans to do. However, what one party does is not dependent on what the other party does. For example, one party does not require reimbursement or other support from the receiver. An MOU is an agreement to agree and is not legally binding on either party.

For the majority of instances, the MOA/MOU is not the appropriate documentation that the NBC will use for its customers. This form of documentation may be used by NBC lines of business where there are no financial implications or intended reimbursements.

4.6. Security Services Agreement (SSA) and Rules of Behavior (ROB)

4.6.1. The Security Services Agreement (SSA) documents the NBC and customer Information Technology security roles, responsibilities, requirements, and expectations. The SSA addresses NBC-managed computer systems or applications, computer and information technology services, security-related activities, and information sensitivity.

4.6.2. The Rules of Behavior document establishes a set of rules concerning use of, security in, and the acceptable level of risk for the system. The rules are based on the needs of the various users of the system. The security required by the rules shall be only as stringent as necessary to provide adequate security for information in the system. Such rules shall clearly delineate responsibilities and expected behavior of all individuals with access to the system. They shall be clear about the recommended consequences of behavior not consistent with the rules.

Although the NBC has no enforcement authority over other DOI bureaus, or over any non-DOI client, OMB A-130, Appendix III requires that the NBC provide all clients with a set of Rules of Behavior for systems the client will use. The NBC will provide a Rules of Behavior document to all clients who are provided the SSA, with the recommendation that the client consider these rules for implementation among the users of NBC systems that the client's user base accesses in the performance of their duties.

4.7. Service Level Agreement (SLA)

The Service Level Agreement establishes mutually agreed upon service levels, performance metrics, monitoring methods, and organizational

responsibilities. The purpose of the SLA is to provide both the customer and the NBC with a clear understanding of the services to be provided, the responsibilities of each party, and, in particular, the performance measures defining the standards for delivery of the service.

5. ROLES AND RESPONSIBILITIES

5.1. Assistant/Associate Director (AD)

The Assistant/Associate Director (AD) is the NBC Directorate Head. The AD has overall responsibility for customer relationships, including the preparation and approval of documentation required to meet financial accounting and reporting for revenue and expenses and IT security requirements of the NBC. The AD is responsible for ensuring that reimbursable agreement documentation, as described in this policy, is appropriately and timely prepared and recorded in CAS. The AD may delegate these duties as appropriate to subordinate staff/organizations (e.g. program manager or business office) but must ultimately ensure an appropriate level of oversight and support for meeting the requirements of this policy.

Following are the duties and responsibilities related to reimbursable agreement documentation to be performed by each NBC Directorate.

- Conduct discussions with customers to determine services and costs.
- Prepare and approve IAAs ensuring that all financial information is correctly identified on the form.
- Prepare and approve SLAs, if required, for each customer.
- Prepare SSAs, if required, in coordination with NBC IT Directorate.
- Enter all required information on the IAA, SLA, and SSA into CAS. Tie the SLA and SSA to the IAA document for reference purposes.
- Send RA documents, including the IAA, SLA, and SSA to the customer for signature/approval.
- Ensure timely return of approved RA documentation from the customer. This includes reviewing and taking appropriate action on 60/90 day CAS notices of documentation not yet returned by the customer.
- Update CAS upon receipt of RA documents from the customer, ensuring that the customer's information is correctly completed and entered into CAS.
- Annually review the SLA/SSA to determine if modifications are needed.

- Update CAS with changes to the IAA, including job numbers, billing data, etc.
- Prepare Tier 3a and 3b agreements for internal NBC organizations.
- When receiving services from another NBC Directorate, create an obligation in the accounting system to fund the internal NBC agreement after receipt and approval of 3a and 3b agreements.
- Take action to update SLAs that are 3 years old.
- Take action to update SSAs that are 3 years old.

5.2. Budget Office

The Budget Office is responsible for the following:

- Ensure that the NBC does not exceed the annual reimbursable authority amount that has been apportioned to the NBC by the Office of Management and Budget. This is done by being the final approver of all IAAs. Should a customer reimbursable agreement/IAA exceed that authority, the Budget Office will take appropriate actions to increase reimbursable agreement thresholds. The Budget Office's final approval of the IAA in CAS certifies that sufficient reimbursable authority exists and triggers a RA document transaction to be sent to the financial accounting system for recording the agreement and initiating the billing process.
- Prepare the Tier 1 agreements in CAS for all NBC organizations.
- Prepare agreements for all centrally billed services.

5.3. Chief Financial Advisor (CFA)

The CFA is the Associate Director, Budget and Finance. The CFA is responsible for establishing financial accounting policies and procedures for NBC, including those related to reimbursable agreements, revenue and cash flow. The CFA is the system owner of CAS and is responsible for the maintenance and enhancement of system functionality. The CFA is ultimately responsible for ensuring that all NBC revenue is collected timely and billings are performed as required. However, AD's have a critical role in this process and are the first management line of responsibility for ensuring that documentation that produces revenue (e.g., IAAs) are timely approved by customers and recorded in the accounting system.

The CFA will receive CAS notices when it has been 60 days or more since an IAA, SLA, or SSA document was presented to the customer for signature or resubmitted to the customer after modifications, and the customer has not returned the signed document. This notice will cover

documentation for all NBC Directorates. The CFA will take actions as appropriate to ensure timely receipt of documentation affecting financial accounting and reporting, working with the AD and NBC Director, as appropriate.

5.4. 5.4 Customer

The customer reviews, signs, and returns to NBC the IAA, SLA, SSA, and ISA documents, as applicable. The Customer is also responsible for removing the ROB from the SSA and providing it to their customer data custodian for retention. In the case of internal IAAs, the customer is affected the NBC Directorate.

5.5. Fiscal Support Branch

The Fiscal Support Branch is responsible for retaining copies of all signed IAA's and performing timely billings, recording collections, and taking all appropriate actions to properly record and report on reimbursable agreements. If the IAA does not include all required customer information needed for billing, the IAA will be sent back to the affected NBC Directorate to obtain the needed customer information.

5.6. Information Technology (IT) Directorate

The NBC IT Security Program Office (SPO) is responsible for maintaining the currency and content of the SSA and the client ROB documents provided to NBC customers using NBC computer systems, networks or applications. The SPO is also responsible for creating any custom versions of the SSA or ROB as may be required by certain NBC customers to address specific needs or requirements. The SPO serves as the subject matter expert (SME) for all matters relating to SSA or ROB content, and for the completion, modification and signing of the SSA on behalf of the NBC. The SPO is responsible for assisting each NBC Directorate with the preparation of the SSA/ROB, including identifying the NBC security contacts, and responding to customer or NBC questions related to the document.

The IT Directorate is solely responsible for creating the ISA, signing and sending to the customer for signature, monitoring and recording its completion in CAS, and maintaining the official copy. Only the IT Directorate will receive 30/60/90 day notices from CAS on the status of ISAs.

5.7. NBC Director

The NBC Director may choose to sign various or specific reimbursable agreement documents. The NBC Director also receives CAS notices when it has been 90 days or more since an IAA, SLA, or SSA document was presented to the customer for signature or resubmitted to the customer after modifications, and the customer has not returned a signed copy. For DOI customers with delinquent signature notices, the NBC Director shall coordinate as appropriate with the Deputy Assistant Secretary for Business Management and Wildland Fire to obtain DOI bureau signatures. If the customer is from another Federal agency, the NBC Director may elevate matters to the appropriate/commensurate management level within that agency for resolution.

6. POLICY/PROCEDURE

This section addresses NBC policy and supporting procedures regarding mandatory RA and optional supporting documents that must be created and executed each time the NBC provides services and/or products to customers within DOI or other Federal agencies.

6.1. Customer Agreements System (CAS)

- 6.1.1.** CAS must be used by the NBC Directorates to record, control, and monitor all mandatory RA and optional supporting documents for customers where revenue will be generated. This includes the IAA, SLA, SSA, and ISA.
- 6.1.2.** NBC Directorates are responsible for monitoring on a monthly basis the status of mandatory and optional documents with their customers, as applicable, to ensure their timely submission and updating in CAS and taking appropriate actions to obtain required documentation from their customers.

6.2. Interagency Agreement (IAA)

- 6.2.1.** An IAA is required for any service or product that is provided by NBC to a customer that generates revenue. It is the policy of the NBC that all revenue received shall be recorded on an IAA except as noted. The exceptions to the IAA are the use of DI-1s, SF-182s, and credit card payments.
- 6.2.2.** If an NBC Directorate is providing services to another NBC Directorate, an IAA is required. This includes internal agreements

for Tier 1, Tier 3a and Tier 3b costs. All internal agreements will be fixed price and billed monthly.

- 6.2.3.** The NBC Directorate is responsible for entering IAAs into CAS for their customers.
- 6.2.4.** The NBC Directorate is responsible for sending the IAA to their customers for signature. For new customers, NBC Directorates are encouraged to include, at a minimum, the SLA with the IAA to ensure that the customer fully understands the service levels that will be provided in support of the costing proposal (IAA). NBC Directorates are also encouraged to include the SSA/ROB, if appropriate, with the IAA.
- 6.2.5.** The customer completes the IAA by providing customer accounting data (item 5 of the IAA), signs the IAA, and returns the original form to the NBC Directorate providing the service.

Upon receipt of the customer completed IAA, the NBC Directorate enters in CAS the IAA information (blocks 5e-5h), customer signature, name, title, and date signed by the customer. The entry of this data in CAS then sets a flag so that an email notification is sent to the NBC Budget Office for final approval. The NBC Directorate then scans a copy of the IAA signed by both the NBC and the customer for retention in the CAS system. The NBC Directorate forwards the signed original of the IAA to the Fiscal Support Branch, mail stop D2777, for billing purposes. The signed IAA is retained by the Fiscal Support Branch for 6 years 3 months in compliance with records retention requirements.

If the customer uses his/her agency's agreement form instead of the NBC IAA form, then the responsible NBC Directorate will create an IAA in CAS for NBC approval and scan the customer-approved form into CAS as an attachment to the NBC IAA.

- 6.2.6.** The Budget Office enters final approval of the IAA in CAS after ensuring that the IAA amount does not exceed apportioned reimbursable authority. This approval results in the automated generation of an RA document transaction that is uploaded into the financial accounting system to record the financial transaction and allow for periodic billings.
- 6.2.7.** IAAs must be created annually for continuing services as well as for one time services or those which will be provided over a specific time period as agreed upon by the customer and the NBC.

6.3. Service Level Agreement (SLA)

- 6.3.1.** A SLA is required for all major on-going products and services offered by the NBC. For example, services such as Payroll, Financial Management, Human Resources, Aviation Services, and Appraisal Services require a SLA.
- 6.3.2.** SLAs are required for both DOI and non-DOI customers. A SLA is not required between NBC Directorates but NBC Directorates are encouraged to prepare this document to ensure full understanding of expected services and performance between NBC organizations.
- 6.3.3.** While SLAs are **not** required for the following services, each NBC Directorate may determine that an SLA would be beneficial. When an SLA is not prepared, additional detail of the services may be included in the IAA.
 - 6.3.3.1.** Small, one-time projects or services, such as a facilitation or training engagement.
 - 6.3.3.2.** Contract Services (for most procurement requests done by the Acquisitions Line of Business)
 - 6.3.3.3.** Passports
 - 6.3.3.4.** Creative Communications
 - 6.3.3.5.** Cash award granted to an NBC employee by the customer
 - 6.3.3.6.** For any agreement, where the total amount is \$50,000 or less.
- 6.3.4.** The NBC Directorate providing the service is responsible for preparing a SLA and forwarding it to the customer. For new customers, NBC's preferred approach is to submit the SLA with the IAA, if possible, as a consolidated package for approval by the customer.
- 6.3.5.** The customer will sign the SLA and return it to the NBC Directorate providing the service.
- 6.3.6.** The NBC Directorate providing the service is responsible for updating in CAS that the SLA has been approved and signed by the NBC and the customer and associating the SLA to the applicable Interagency Agreement. The NBC Directorate then scans a copy of the SLA signed by both the NBC and the customer for retention in the CAS system.

- 6.3.7.** SLAs for ongoing products and services only do not need to be submitted to the customer for approval on an annual basis. They must, however, be formally reviewed by the NBC Directorate and the customer annually to ensure there are no changes or new expectations. Examples of such changes include new requirements or procedures, changes in performance measurements, new regulations, termination provisions specified in the SLA, customer or provider request, Agency requires a review and/or reissue of the documents on a periodic basis, etc. The NBC Directorate providing the service is responsible for entering the review date in CAS.

The NBC Directorate is responsible for retaining the official copy of the signed SLA until it is updated/superseded.

SLAs for ongoing products and services must be prepared and resubmitted for signature every three years.

- 6.3.8.** CAS will support the establishment of SLAs without a formal IAA.

6.4. Security Services Agreement (SSA) and Rules of Behavior (ROB)

- 6.4.1.** The SSA is required when the customer's employees and/or contractors have a business need to access (e.g., connect to and log on to) an NBC-managed computer system or application. A general rule for determining the need for the SSA/ROB is if the customer has a Security Point of Contact (SPOC), then the SSA/ROB will be required. A SSA can be required even when a SLA is not required.

If the NBC provides source code only, the SSA/ROB is not needed. If the NBC manages the software (such as the Quarters program), the SSA/ROB is required.

- 6.4.2.** The NBC Directorate providing the service is responsible for coordinating with the IT Directorate (IT Customer Support Center) to determine if the SSA/ROB is required. As mentioned above, it is preferred that the SSA be forwarded to the customer at the same time as the IAA and SLA. One SSA per customer is preferred, regardless of the number of applications used by the customer. For customers who use multiple NBC applications, the NBC Directorates will mutually agree on which NBC Directorate should coordinate the SSA with the customer. If the customer only uses one NBC application, then the NBC Directorate who provides the service is responsible for preparing the required SSA and forwarding it to the customer.

- 6.4.3. The SSA must be signed by new customers and returned to the NBC Directorate providing the service before granting user access to NBC-managed computer systems or applications.
- 6.4.4. The NBC Directorate providing the service is responsible for updating CAS to indicate that the SSA has been approved and signed by the customer and the NBC IT SPO. When entering the data in CAS, the SSA should be associated to the applicable IAA. The NBC Directorate then scans a copy of the SSA signed by both the NBC and the customer for retention in the CAS system.
- 6.4.5. The NBC Directorate providing the service (or the coordinating Directorate for multi-application SSAs) is responsible for retaining the official signed document until it is updated or superseded.
- 6.4.6. The SSA must be resubmitted for signature every three years. The 3-year period is determined by the date signed by the customer on the previous SSA.
- 6.4.7. **Rules of Behavior (ROB)**
 - 6.4.7.1. The ROB is an attachment to the SSA. The ROB is required when a Security Services Agreement is prepared.
 - 6.4.7.2. The NBC Directorate providing the service is responsible for ensuring the preparation of the ROB and submission to the customer. The NBC Directorate should consult with the IT Directorate (IT Customer Support Center) regarding this requirement and preparation of appropriate documentation.
 - 6.4.7.3. This document must be made available to new customers before granting user access to NBC-managed application systems. Existing customers must receive a copy of the ROB each time a new SSA is sent to the customer for signature, at least every 3 years.
 - 6.4.7.4. The ROB should be removed from the SSA by the customer and provided to the customer's data custodian(s). Customer acknowledgement of receipt of the ROB is not required.

6.5. Interconnect Security Agreement (ISA)

- 6.5.1.** The ISA provides documentation to support the connectivity of the NBC and the client's networks in order to provide the customer with access to NBC-based applications. The ISA can be issued even if there is no need for the IAA/SLA/SSA/ROB documents.
- 6.5.2.** The ISA is required only for non-DOI customers having a computer system or network interconnected with the NBC, in order to document the connectivity of the NBC and the customer's networks.
- 6.5.3.** The NBC IT Directorate is responsible for preparing and approving the ISA, forwarding it to the customer, and entering it into CAS. The NBC Directorate responsible for the customer has no involvement in the preparation, monitoring, and maintenance of this document.
- 6.5.4.** The customer signs the ISA and returns it to the IT Directorate. The ISA must be signed by the customer the NBC IT SPO before a customer can access NBC resources.
- 6.5.5.** The IT Directorate is responsible for entering receipt of the ISA in CAS, ensuring that the customer and NBC signatures are affixed, as well as for monitoring and follow-up.
- 6.5.6.** The IT Directorate is responsible for retaining this document until updated or superseded or no longer applicable.
- 6.5.7.** The ISA does not need to be submitted to the customer for approval on an annual basis. However, the IT Directorate must formally review it with the customer annually, at a minimum, to ensure there are no changes or new expectations. If there are changes, a new ISA must be prepared by the NBC and signed by both the customer and NBC.
- 6.5.8.** ISAs must be prepared and resubmitted to the customer for approval every three years even if no changes have occurred during that time.

6.6. Memorandum of Agreement (MOA)/Memorandum of Understanding (MOU)

- 6.6.1.** A MOA/MOU shall not be used to document agreed upon services and/or performance objectives where the NBC will receive revenue from the customer.
- 6.6.2.** A MOA/MOU may be used by the NBC solely for the purpose of establishing overall goals and objectives of a mutually pursued project or program or to exchange information. A MOA/MOU cannot be used as the vehicle for documenting the transfer of funds between Federal entities nor does it formally commit the agency to enter into a financial arrangement in support of a project or program.
- 6.6.3.** A MOA/MOU may be used whenever there is agreement to exchange information or coordinate programs to optimize the benefits from each party's efforts where each party is responsible to contribute its own effort and resources (sometimes characterized as "in-kind-contributions") and neither party exchanges funds, personnel, property, services, or any kind of financial commitment or obligation.
- 6.6.4.** The preparation of a MOA/MOU will be determined between the NBC and the participating party.
- 6.6.5.** MOA/MOU information will not be recorded in CAS.

7. AUTHORITY

- Working Capital Fund legislation
- Economy Act of 1932, as amended (31USC Section 1535)
- OMB Circular A-130, Appendix III
- FISMA OF 2002 (Federal Information Security Management Act)
- FISCAM (Federal Information System Controls Audit Manual)
- NIST Special Publication 800-26
- DOI Financial Management Inter/Intra Agency Handbook
- DOI Manual 375, Chapter 19
- NBCM-CIO-6300-001 {formerly NBC-CIO-POL-001} (NBC Computer and Information Security Policy)

8. REFERENCES

- See reference material listed in **Authority** above.
- The Help feature in CAS contains the following reference documents:
 - A toolkit with a template to assist NBC Directorates in preparing the SLA
 - The latest official versions of the SSA and ROB
 - A CAS user guide

9. EXCEPTIONS, LIMITATIONS

When a conflict with a higher level policy or regulation exists, the higher level policy will take precedence.

10. VERSION CONTROL RECORD

See Appendix

Approved:

/signed/ Sandra L. Weisman
Chief Financial Advisor
National Business Center

January 5, 2006
Date

APPENDIX**Version Control Record**

Version	Date	Description of Revision/Update	Distribution
1.0.0	10/11/05	Initial release of this Policy	NBC Senior Leadership Team (SLT). SLT to redistribute as needed.
1.0.1	1/05/06	Policy revised to reflect procedures developed for internal agreements (Tier 1, 3a, and 3b) between NBC organizations.	NBC Senior Leadership Team (SLT). SLT to redistribute as needed.